

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: Methyl *tertiary* Butyl Ether ("MtBE")
Products Liability Litigation

Master File No. 1:00-1898
MDL No. 1358 (SAS)

This Document Relates To:

City of Fresno v. Chevron U.S.A. Inc., et al.,
Case No. 04 Civ. 4973 (SAS)

**BP DEFENDANTS' NOTICE OF MOTION AND MOTION FOR GOOD FAITH
SETTLEMENT DETERMINATION**

PLEASE TAKE NOTICE that a time and date to be determined by the Court, at the United States Courthouse located at 500 Pearl Street, New York, New York, Defendants Atlantic Richfield Company, BP Products North America Inc., and BP West Coast Products LLC (the “BP Defendants”) will, and hereby do, move this Court for an order determining that the settlement between the BP Defendants and Plaintiff City of Fresno is a good faith settlement within the meaning of California Code of Civil Procedure sections 877 and 877.6, and further ordering that:

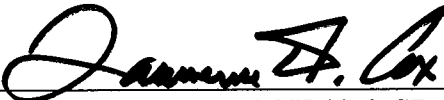
1. The negotiations of the Settlement Agreement between Plaintiff and the BP Defendants were fair, and conducted in good faith, and at arm’s length. There is no evidence of bad faith, fraud, collusion, or an intent to impact unfairly the rights of other defendants, former defendants, prior settling defendants, or others.

2. The Settlement Agreement between Plaintiff and the BP Defendants was made in good faith and is a “good faith settlement” within the meaning of California Code of Civil Procedure sections 877 and 877.6, and case law interpreting those sections, including *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc.*, 38 Cal.3d 488 (1985).

3. Pursuant to California Code of Civil Procedure section 877.6(c), this good faith determination shall bar any and all further claims by any person (including without limitation any defendant, former defendant, or prior settling defendant) against the BP Defendants, or against the “Released Parties” (as defined in the Settlement Agreement and attachments), for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault.

Dated: January 4, 2013

ARNOLD & PORTER LLP

By: 

LAWRENCE A. COX (Cal. SB 076140)
ARNOLD & PORTER LLP
777 S. Figueroa Street, 44th Floor
Los Angeles, California 90017
Telephone: (213) 243-4000
Attorneys for Defendants Atlantic Richfield
Company, BP Products North America Inc.,
and BP West Coast Products LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: Methyl Tertiary Butyl Ether ("MTBE")	:	Master File No. 1:00-1898
Products Liability Litigation	:	MDL No. 1358 (SAS)
	:	
This Document Relates To:	:	The Honorable Shira A. Scheindlin
	:	
<i>City of Fresno v. Chevron U.S.A. Inc., et al.,</i>	:	
Case No. 04 Civ. 4973 (SAS)	:	
	:	
-----	X	

CERTIFICATE OF SERVICE

William Costley, pursuant to 28 USC 1746, hereby declares under penalty of perjury, that on 4th day of January, 2013, I caused to be served by electronic means upon all parties to the above-referenced matter via LexisNexis File & Serve a true and correct copy of the following document:

**BP DEFENDANTS' NOTICE OF MOTION AND MOTION FOR GOOD FAITH
SETTLEMENT DETERMINATION**



William Costley